

# THE EVENING DISPATCH.

No 307--Vol 3.

PROVO CITY, UTAH, MONDAY, NOVEMBER 26, 1894

PRICE FIVE CENTS A COPY

## A. O. SMOOT

SUCCESSOR TO

Provo Lumber, Manufacturing & Building Co.

Wholesale and Retail Dealer in

LUMBER, DOORS, WINDOWS, BLINDS AND MOULDINGS.

RUSTIC SIDING, TONGUED & GROOVED FLOORING, LATH, SHINGLES, PAINTS & BUILDERS MATERIALS, HARDWARE, UTAH VALLEY IRON PAINT.

LUMBER SAWED AND DRESSED TO ORDER SCROLL SAWING AND TURNING DONE.

COMBINATION WIRE AND SLAT FENCE.

—We are the only House in town—

UTAH VALLEY IRON PAINT.

A CAR LOAD OF FRUIT BOXES CHEAP.

### A. O. SMOOT, Jr.

Manager.

Office and Yard opposite R. R. Depot.

P. O. Box No. 79.

Telephone No. 20.

## HOWE & TAFT,

### Wholesale Grocers.

The Merchants of Southern Utah, Especially those of Utah Co. will find it to their Advantage to Trade with

### HOWE & TAFT,

WHOLESALE GROCERS.

Provo, Utah.

## THE PROVO CO-OP.

IS STRICTLY IN IT

WITH

### GOODS

AND

### PRICES

WHICH ARE

### EMINENTLY

Satisfactory In Every Respect.

THE

## LADIES OF PROVO

Will Find Everything Fashionable,

Excellent and Cheap.

A. SINGLETON, Superintendent.

## DISTRICT COURT.

The Central Building Company vs. A. O. Smoot

AND HARVY H. CLUFF

In the Title of the Case Being Tried Today—It is an Important Case—A Number of New Suits Have Been Filed.

The time of the First District court today is being occupied with a case in which practically everybody in Provo is interested, one in which all in Utah county are more or less interested because of the prominence of the parties interested.

The case is entitled the Central Building Company vs. A. O. Smoot and H. H. Cluff. The plaintiffs allege that the defendants entered into a contract with S. S. Jones and R. H. Dodd whereby Smoot and Cluff agreed to furnish to Jones and Dodd a clear title to a certain piece of land at the corner of Eighth and J streets, Provo, the title of which is in the H. Y. academy of the Brigham Young estate. This contract was disposed of by Jones and Dodd to the Central Building Co., and on the strength of that contract, expecting a clear title to the ground, that company proceeded to build the Central building, which for a couple of years or more has stood in an unfinished condition simply because the title of the ground could not be got, rendering it impossible for the company to get money on the property and the building. For failing to convey the title and thus making it impossible for the company to finish the building, it now sues Messrs. Smoot and Cluff for \$25,000 damages.

The defense is that Messrs. Smoot and Cluff when the contract was made were acting as trustees of the Brigham Young academy and if any damage was done, they personally are not responsible. Further, that before the contract was disposed of by Jones and Dodd the defendants explained to Jones and Dodd just what kind of a title they could furnish, which was not satisfactory to them, and that at that time Jones and Dodd could not pay the money agreed to be paid for the title so that at that time a breach of the contract, rendering it void, was made.

It took all the forenoon to procure a jury. So well known to the public are the parties and particulars of this suit, that many of the jurors had heard of it and had fixed opinions as to its merits. Some of the jurors were interested in it personally being stockholders of the Central Building company, while others had intimate friends or relatives connected, some on one side and some on the other side of the case.

William Probert, a juror, being asked if he knew anything about the case, he replied "Yes, there's some of my money in that building—I've been in all the good (?) things that started up in Provo, that's the reason I'm broke now." Mr. Probert's excuse, as he "seemed to know some of the facts in the case."

Judge Leffell and E. E. Dudley appear for the plaintiff company; Messrs. Thumman, Whitecotton, and Houtz appear for the defendants.

**NEW CASES FILED.**  
George C. Whitmore, president of the Nebl bank, has brought suit against the B. Y. academy, A. O. Smoot, W. H. Dusenberry and S. S. Jones for \$3,632.86, balance due on a promissory note for \$5,000.00 signed on March 14, 1893. The individuals named signed the note as endorser for the academy. H. P. Henderson is Mr. Whitmore's attorney.

Eliza Cuddeback has brought suit for divorce from her husband Lefevre Cuddeback. Jacob Johnson is her attorney. The two were married at Monroe in Sevier county in May 1, 1890. She alleges for grounds of divorce that he has for many months been very cruel to her, that he has used vile and obscene language in her presence, in the presence of the children and in the presence of strangers. So unbecomingly did he make life for her that she could endure it no longer and was on October 30th last driven from home.

Warner & Knap, attorneys, filed papers for divorce for Zerelda Horton. Mrs. Horton alleges a long term of personal violence and abuse by her husband whom she alleges is an habitual drunkard. Her husband's initials are E. L. The two were married in Park City on May 10, 1888.

**SHORT ORDERS.**  
Anna Tanner vs. Myron Tanner. Demurrer to cross-complaint sustained and the defendant given thirty days in which to file an amended cross-complaint.

First National Bank of Nebl vs. Charles Fooks et al. Thirty days from November 17th to prepare a statement on a motion for a new trial.

Anna Marks vs. John T. Sullivan et al. Set for Monday, December 10, 1894.

## Royal Baking Powder

Highest of all in Leavening Power.—Latest U. S. Gov't Report.

### ABSOLUTELY PURE

**The Herald Off Wrong.**  
A few days since the Salt Lake Herald found a mouse's nest, or thought it had, and like many other papers, opened fire on it without a proper understanding of the facts. In the fall of 1893 and winter of '94, the board of directors of the insane asylum purchased \$300 worth of coal from the railways operating in this city, and paid for the same in territorial warrants at their face value.

The objects were to avoid borrowing the additional money necessary therefor and to have a winter's supply of fuel on hand in case of trouble that might arise from snow blockades or any other cause. The coal was purchased at wholesale rates and the transaction was considered sound in policy from every point of observation. The former treasurer offered no objection, because there are really no grounds for objection or cavil of any kind.

The Rio Grande Western in paying its taxes in Grand county very properly used one of these warrants paid for coal. It found its way from Moab to the territorial treasurer who sends it back to Moab, on the theory that the directors had no right to discount the warrants.

We beg his high and mighty pardon. That warrant was not predicated; it was simply paid out at face value for coal, and what business is that of his, in any sense? We direct the attention of the Herald to this matter and trust it will make the necessary correction in the cause of justice. We have no doubt but the treasurer will make it right as soon as it is called to his attention.

**NOTICE.**  
The Mutual Improvement association of the Fourth ward, Provo city, give their annual wood-haulers' party and supper on Thursday evening, November 29, 1894. Proceeds to go to the poor fund.

A cordial invitation is extended to all who desire to contribute to this worthy cause. Tickets, including food and music, 15c.

**Photographer Daniels**  
will reopen the Union Block studio on November 27, 1894, prepared to do first class work at prices to meet any and all competition.

**NOTICE.**  
The regular meeting of the Women's Democratic club will not be held next Thursday evening. The program will be held over for one week.

**M. I. Conference.**  
The semi-annual conference of the M. I. associations of the Utah stake will take place as follows:  
Officers' meeting at 10 a. m., Saturday, December 1st.  
Children's concert at 7 p. m., December 1st.  
General services at 10 a. m. and 2 p. m., Sunday, December 2nd.  
Public lecture at 7 o'clock, Sunday evening, December 2nd.

The young ladies will hold their officers' meeting and conference on Saturday, December 1st. The young men are invited to attend their afternoon meeting.

The railroads will sell half-fare tickets.  
JOS. B. KREMER,  
J. W. CLUFF,  
B. S. HINCKLEY,  
Superintendency.

**First Quorum of Elders**  
will meet in the relief society room, Fourth ward on Thursday evening at 7 p. m. As there is business of importance to be transacted a full attendance is desired. H. Cluff, Sec.

**Priesthood Meeting.**  
The regular monthly meeting of the priesthood of Utah Stake will be held in the Provo meeting-house on Saturday December 1, 1894, at 10 o'clock a. m.

**A. O. SMOOT.**  
DAVID JOHN,  
EDWARD PARKERIDGE,  
Stake Presidency.

**To the Voters of Provo City.**  
I am authorized by the Utah commission to prepare the lists of registered voters to be used at the coming school election on December 5th, and am now preparing the lists, which will be the same as were posted for the November election, except that there will be separate lists for each ward, and will not include voters who do not reside in any ward; no names will be stricken off except those who are registered as being outside any ward, and no new names will be added.

In cases where any voter is now registered in any ward other than the ward in which he now resides, I will transfer his name from one ward list to the ward in which he now resides on his personal application to me.

I expect to deliver the lists to the judges on the evening before the day of election. I shall not be in constant attendance in my office except while engaged in copying lists, but will make it as convenient as practicable for voters to have opportunity of obtaining the changes necessary.

## Provo Opera House,

J. C. GRAHAM, Manager.

Saturday, December 1st,

The Great Record Breaking Success,

### NEIL BURGESS,

### THE COUNTY FAIR.

New Scenery, Complete Mechanical Equipment,

Thoroughbred Race Horses,

Running three-quarters of a mile in full and continuous view of the audience. No "dead heats." No muddy tracks. See Cold Melasses win the race.

Advance sale of seats on Friday, Nov. 30, at Provo Book store.

**SHERIFF'S SALE—PURSUANT TO A DECREE** of foreclosure and order of sale to be directed by the District Court of the First Judicial District of the Territory of Utah I shall expose at public sale at the front door of the County Courthouse in the City of Provo, County of Utah and Territory of Utah on the 17th day of December, 1894 at 10 o'clock A. M. the following real estate, to-wit:  
The land and premises directed to be sold by this decree are situated, lying and being in the County of Utah, and bounded and particularly described as follows to-wit:  
Commencing at the northeast corner of lot five (5) block sixty-five (65) plat A, Provo City survey of building lots and running thence south twelve (12) rods; thence west four (4) rods; thence north twelve (12) rods; thence east four (4) rods to the place of beginning. Containing (64) square rods. With all the rights and appurtenances thereto in anywise by law in anywise affecting the same. And all the claims thereunto belonging or in anywise affecting the same.

At the time of the sale of the above described premises, a corporation.  
Terms of sale cash.  
Dated at Provo city, Utah County, Utah Territory this 25th day of November A. D. 1894.  
JAMES A. BROWN,  
Sheriff Utah County.  
Sam. A. King, Attorney for plaintiff.

**Nineteenth Century Club.**  
Friday afternoon was spent very pleasantly by the ladies of the Nineteenth Century club at the residence of Mrs. E. A. Wedgwood. Owing to the illness of the acting president Mrs. Wedgwood, she was unable to preside. Mrs. Bartow was elected to the chair. The minutes of last week were read. Miss Lulla Brown's talk on "Roman Law" was a scholarly and finished review of her subject.  
The domestic news was given by Mrs. Bartow. Reces followed, after which the following ladies responded to roll call with quotations: Mesdames Coray, Bonham, Bartow, Veatch and Rose. Misses Alice Kellogg, Brown, Brinkerhoff, Thomson, M. F. French, Josephine E. Kellogg.  
A committee consisting of Mesdames Monahan, Rose and Miss Jennie French was appointed to draft suitable resolutions on the death of a recent beloved member, Miss Bessie Eldredge Paulin.  
The committee on the Thanksgiving program made their report which was accepted. The club will entertain a limited number of invited friends on the evening of the 30th at the home of Mr. and Mrs. M. M. Kellogg when a program suitable to a Thanksgiving service will be rendered. The club adjourned to meet on December 7th.



KNOWLEDGE

Brings comfort and improvement and tends to personal enjoyment when rightly used. The many who live better than others and enjoy life more, with less expenditure, by more promptly adapting the world's best products to the needs of physical being, will attest the value to health of the pure liquid laxative principles embraced in the remedy, Syrup of Figs.  
Its excellence is due to its presenting in the form most acceptable and pleasant to the taste, the refreshing and truly beneficial properties of a perfect laxative; effectually cleansing the system, dispelling colds, headaches and fevers and permanently curing constipation. It has given satisfaction to millions and met with the approval of the medical profession, because it acts on the Kidneys, Liver and Bowels without weakening them and it is perfectly free from every objectionable substance.  
Syrup of Figs is for sale by all druggists in 50c and \$1 bottles, but it is manufactured by the California Fig Syrup Co. only, whose name is printed on every package, also the name, Syrup of Figs, and being well informed, you will not accept any substitute if offered.

## See that Square



That's the Way Eggertsen does BUSINESS.

### Square Dealings

—AND—

### Low Prices.

While you are waiting for good times, economize by trading with EGGERTSEN.

A Complete Stock of the Best Goods in the Market.

### ANDREW EGGERTSEN, Mgr.

234 West Center Street, Provo

## Provo City Lumber Co.

W. J. ROSS, Mgr.

—WHOLESALE AND RETAIL DEALERS IN—

NO. 1 RED CEDAR SHINGLES, LUMBER, LATH, MOULDINGS, SASH and DOORS, PLASTER LIME, HAIR AND ALL KINDS OF BUILDING MATERIAL.

### "SQUARE DEALINGS OUR MOTTO"

### Hard Times Prices

All Orders delivered by team to Springville, Spanish Fork and Lake Shore when required.

Telephone No. 31. P. O. Box 273. Provo City

## Furniture!

### Carpets,

### Wall Paper,

### Pianos and Organs,

### Universal Stoves and Ranges,

### Crockery and Lamps.

at TAYLORBROS. CO.

## Provo City Roller Mills

PROVO MILLING CO., Prop's.

OFFICE OPPOSITE U. P. DEPOT

Manufacturers of and Dealers in

CHOICE AND BRANDS MILLING OF FLOUR AND FEED.

Good Treatment & Satisfaction Guaranteed Grain Received on Storage.

### D. R. BEEBE, Mgr.